



COUNTY OF SAN LUIS OBISPO  
DEPARTMENT OF PLANNING AND BUILDING  
STAFF REPORT

Tentative Notice of Action

Promoting the wise use of land  
Helping build great communities

MEETING DATE <b>October 21, 2005</b> EFFECTIVE DATE <b>October 31, 2005</b>	CONTACT/PHONE <b>LEONARD F. MANSELL</b> <b>805-781-5199</b>	APPLICANT <b>NACIMIENTO</b> <b>PARTNERS</b>	FILE NO. <b>SUB2004-00222</b>
SUBJECT Name an unnamed road, <b>PERCH LANE</b>			
RECOMMENDED ACTION Approve the name <b>PERCH LANE</b> based on the findings listed in the Exhibit.			
PROJECT REVIEW The applicant has submitted applications for three building permits (PMT2003-03335/03400/03401). During the building phase of the Construction Permits it became apparent that the buildings were not using the road that fronted the property. With the three lots using the access easement between Lots 8 & 9, it has triggered the necessity to name the unnamed easement road. The County Road Naming Addressing Ordinance states that all roads that provide access to more than one lot of record must be named (20.03.014). Research shows that the easement between Lots 8 & 9 recorded with the Tract Map was not to be used by Lots 146/147/148. Nacimiento Partners LLC recorded DOC 2004089818 granting an easement to allow Lots 146/147/148 access between Lots 8 & 9. This named easement will now serve lots 146/147/148.			
LAND USE CATEGORY <b>Residential Suburban</b>	COMBINING DESIGNATION <b>Geological Study</b>	ASSESSOR PARCEL NUMBER <b>012-376-038/039/040</b> <b>&amp;012-372-008/009</b>	SUPERVISOR DISTRICT(S) <b>1</b>
LAND USE ORDINANCE STANDARDS: <b>TITLE 20.03.014 &amp; 20.03.036</b> Does the project conform to the Land Use Ordinance Standards: <b>Yes</b>			
FINAL ACTION This tentative decision will become final action on the project, effective on the 10 <sup>th</sup> day following the administrative hearing, or on <b>October 31, 2005</b> , unless this decision is changed as a result of information obtained at the hearing or is appealed.			
EXISTING USES: <b>Residential</b>			
SURROUNDING LAND USE CATEGORIES AND USES: <b>North: Residential Suburban/Residential</b> <b>East: Residential Suburban/Residential</b> <b>South: Residential Suburban/Residential</b> <b>West: Residential Suburban/Residential</b>			
OTHER AGENCY / ADVISORY GROUP INVOLVEMENT: The project was referred to: <b>NO OTHER AGENCY</b>			
TOPOGRAPHY: <b>Hilly</b>		VEGETATION: <b>Urban Landscape</b>	
PROPOSED SERVICES: Fire Protection: <b>County Fire Department</b> Water & Sewer: <b>Heritage Ranch CSD</b>		ACCEPTANCE DATE: <b>January 19, 2005</b>	
ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE DEPARTMENT OF PLANNING & BUILDING AT: COUNTY GOVERNMENT CENTER ♦ SAN LUIS OBISPO ♦ CALIFORNIA 93408 ♦ (805) 781-5600 ♦ FAX: (805) 781-1242			

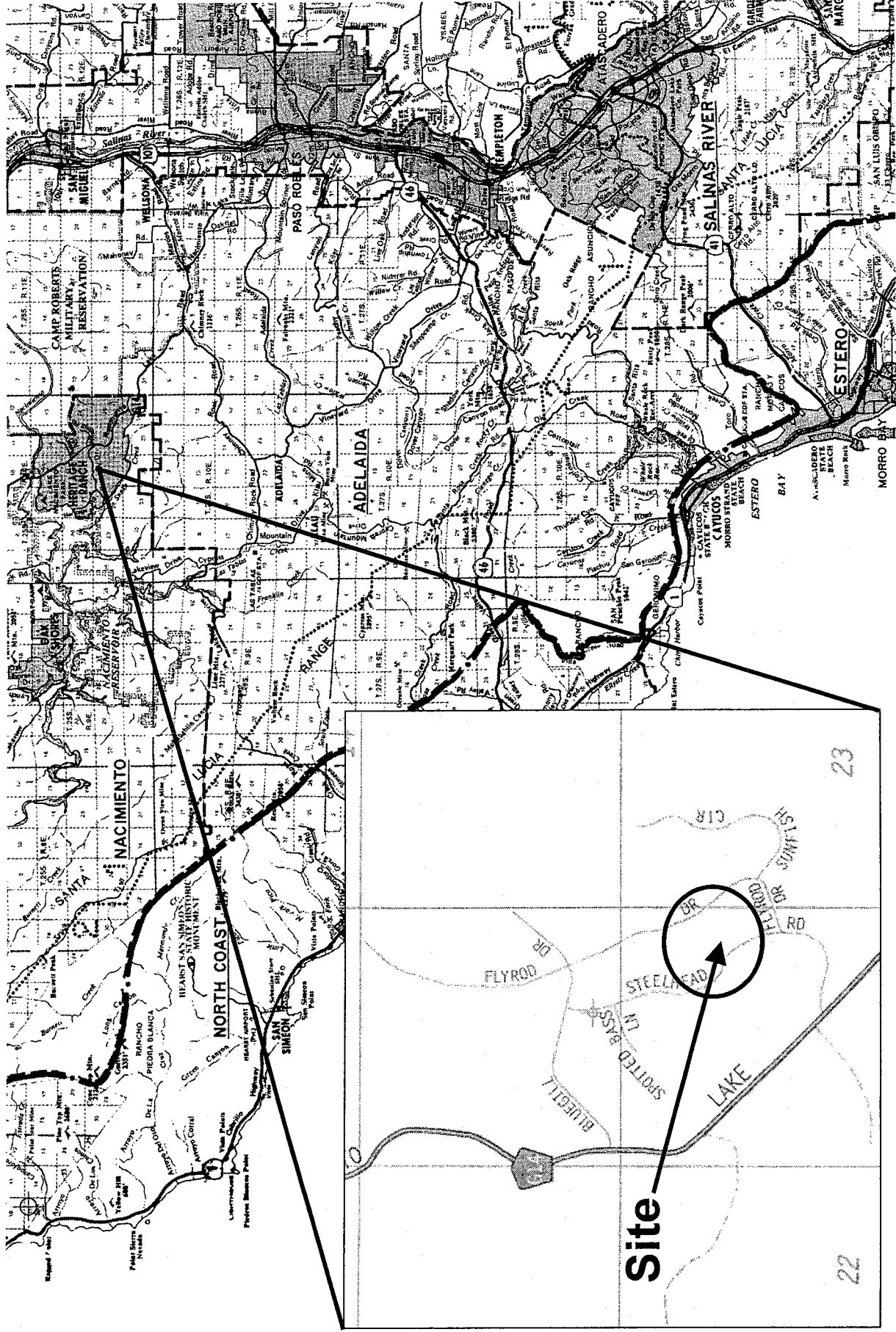
### RECOMMENDATION AND FINDINGS

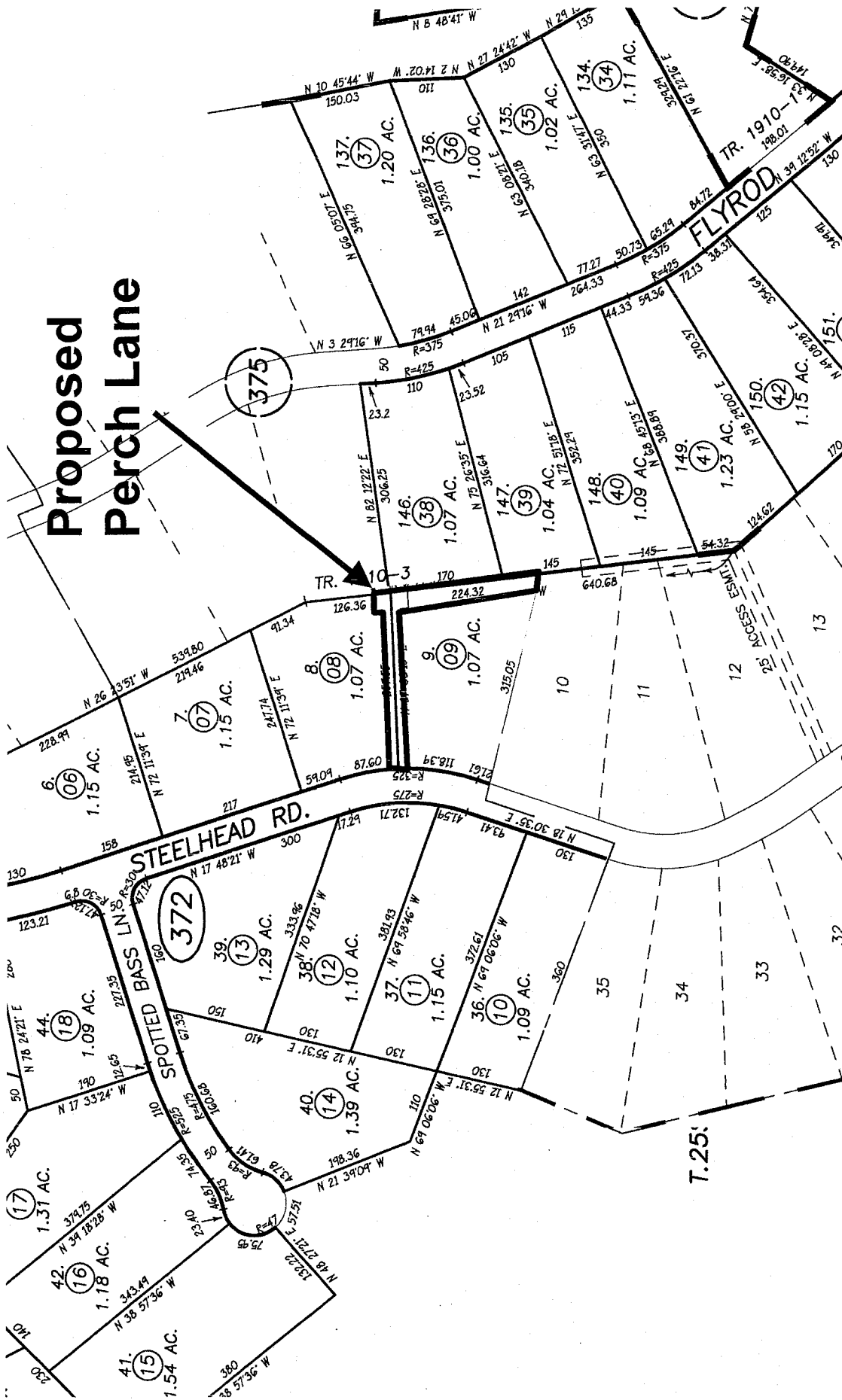
Adopt the proposed road name **PERCH LANE** as official road name effective **October 31, 2005** based on the following findings:

- A. The naming of the easement as official will clarify residence location.
- B. The adoption of the road name is needed in order to establish a comprehensive road name and addressing system for the county.
- C. The adoption of the road name is needed for the successful implementation of the County Enhanced 911 Response Program (E-911).
- D. The adoption of the road name is consistent with the provisions of Title 20, the County Address and Road Name Ordinance.
- E. The adoption of the road name is for ingress/egress which provides the principal means of access to residential structures.

If you do not agree with the decision made by the Administrative Officer, you may appeal this determination to the Planning Commission. You must appeal this decision within 10 calendar days from the action date, which is the date of this hearing. If you wish to appeal, please submit the request to the Planning Commission Secretary with the appropriate appeal fee.

Report prepared by Leonard F. Mansell  
Report reviewed by Kim Murry





**Proposed  
Perch Lane**



**Exhibit**  
**Proposed Perch Lane**

**Project**  
**Road Name Request**  
**Nacimiento/ SUB2004-00222**

RECORDING REQUESTED BY:  
FIRST AMERICAN TITLE COMPANY

RECORDING REQUESTED BY and  
WHEN RECORDED MAIL TO:

Nacimiento Partners LLC  
6955 El Camino Real, Suite 200  
Atascadero, CA 93422

**JULIE RODEWALD**  
San Luis Obispo County - Clerk/Recorder

DG  
10/08/2004  
3:37 PM

Recorded at the request of  
First American Title Company

DOC#: 2004089818



Titles: 1	Pages: 5
Fees	19.00
Taxes	0.00
Others	0.00
PAID	\$19.00

### COMMON DRIVEWAY MAINTENANCE AGREEMENT

THIS AGREEMENT made and executed by Nacimiento Partners LLC, hereinafter referred (Declarant).

WHEREAS, the parties are owners of certain parcels of real property located in the County of San Luis Obispo, State of California, described in attached Exhibit "A"; and

WHEREAS, the parties own and utilize driveway for access to certain parcels, which said road is shown on said Exhibit "B".

WHEREAS, the Owners of Lots 146, 147 and 148, inclusive, wish to enter into an Agreement for the purpose of sharing expenses of maintaining the right of way and repair and which said Agreement will outline the respective responsibilities for the payment of such maintenance and repairs;

#### NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. This Agreement will be in effect for a period beginning on the day of recordation of this agreement in the office of the County Recorder of said County.

2. Repairs and maintenance to be undertaken and performed under this Agreement include the following:

- (a) The driveway to be maintained is delineated on said Exhibits.
- (b) The driveway shall be maintained with a paved surface, or other comparable surface, that provides all weather access and shall be maintained so that the driveway is accessible in all weather and relatively free of potholes, large cracks, or any other minor washouts or drainage outs.

3. (i) The Owners of Lots 146, 147 and 148, inclusive, agree to share equally the cost and expense of maintaining the driveway across Lots 8, 9, 10, 146 and 147 for repairs and maintenance.

4. Each party to the herein Agreement agrees not to undertake any additional repairs or maintenance not specified in this Agreement without first obtaining the express written consent of the others.

5. The parties agree to bear equal liability for any personal injury or property damage to any worker employed to make repairs under this Agreement, or to any third persons, resulting from or arising out of the repairs or maintenance under this Agreement.

6. The parties do not agree to share any liability resulting from personal injury or property damage other than that attributable to the repairs and maintenance undertaken and pursuant to this Agreement.

7. Each party is responsible for maintaining their own insurance, if any.

8. This Agreement shall be binding upon and insure to the benefit of heirs, personal representatives, successors and assigns of the parties hereto.

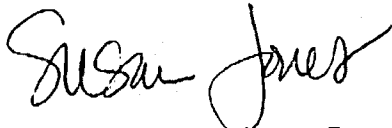
9. In the event of any controversy, claim or dispute relating to this Instrument, or breach thereof, the prevailing party shall be entitled to recover reasonable expenses, attorney's fees and costs.

10. This Instrument contains the entire Agreement between the parties relating to the obligations assumed by this Agreement. Any oral representations or modifications concerning this Instrument shall be of no force or effect.

11. This Agreement is to be interpreted under the laws of the State of California.

IN WITNESS WHEREOF, Declarant has executed this instrument on this 6<sup>th</sup> day of October 2004.

Nacimiento Partners LLC  
by Midland Pacific Management Corporation,  
its Manager



Susan Jones, Assistant Secretary

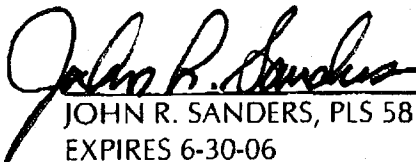
**LEGAL DESCRIPTION****Exhibit A**

BEING PORTIONS OF LOTS 8, 9 AND 10 OF TRACT 1910, PHASE 1, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, PER MAP RECORDED APRIL 22, 2003 IN BOOK 22 OF MAP AT PAGES 1-11, AND LOTS 146 AND 147 OF TRACT 1910, PHASE 3, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, PER MAP RECORDED JUNE 22, 2003 IN BOOK 22 OF MAPS AT PAGES 43-51 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL 1:**

**BEGINNING** AT THE SOUTHEAST CORNER OF SAID LOT 8; THENCE, ALONG THE NORTHERLY LINE OF SAID LOT 8, NORTH  $6^{\circ}27'18''$  WEST 25.06 FEET; THENCE SOUTH  $87^{\circ}38'15''$  WEST 25.06 FEET; THENCE SOUTH  $6^{\circ}27'18''$  EAST 12.53 FEET; THENCE SOUTH  $87^{\circ}38'15''$  WEST 231.83 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 8, SAID POINT BEING ON A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 325.00 FEET AND A RADIAL BEARING TO SAID POINT OF NORTH  $85^{\circ}26'00''$  EAST; THENCE, SOUTHERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $9^{\circ}13'21''$  AN ARC LENGTH OF 52.31 FEET; THENCE NORTH  $87^{\circ}38'15''$  EAST 20.66 FEET; THENCE NORTH  $56^{\circ}46'41''$  EAST 53.05 FEET; THENCE NORTH  $87^{\circ}38'15''$  EAST 119.68 FEET; THENCE SOUTH  $56^{\circ}38'54''$  EAST 81.11 FEET; THENCE SOUTH  $06^{\circ}27'18''$  EAST 124.35 FEET; THENCE SOUTH  $55^{\circ}48'59''$  WEST 45.75 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 9; THENCE SOUTH  $6^{\circ}27'18''$  EAST 35.57 FEET; THENCE SOUTH  $67^{\circ}38'32''$  EAST 46.22 FEET; THENCE SOUTH  $6^{\circ}27'18''$  EAST 84.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 10; THENCE ALONG SAID SOUTHERLY LINE, SOUTH  $84^{\circ}09'53''$  EAST 12.79 FEET TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE, ALONG THE EASTERLY LINE OF SAID LOT 10 NORTH  $6^{\circ}27'18''$  WEST 34.32 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 147; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 147 NORTH  $72^{\circ}51'18''$  EAST 12.72; THENCE NORTH  $6^{\circ}27'18''$  WEST 312.93 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 146; THENCE ALONG SAID NORTHERLY LINE SOUTH  $82^{\circ}12'22''$  WEST 12.50 FEET TO THE **POINT OF BEGINNING**.

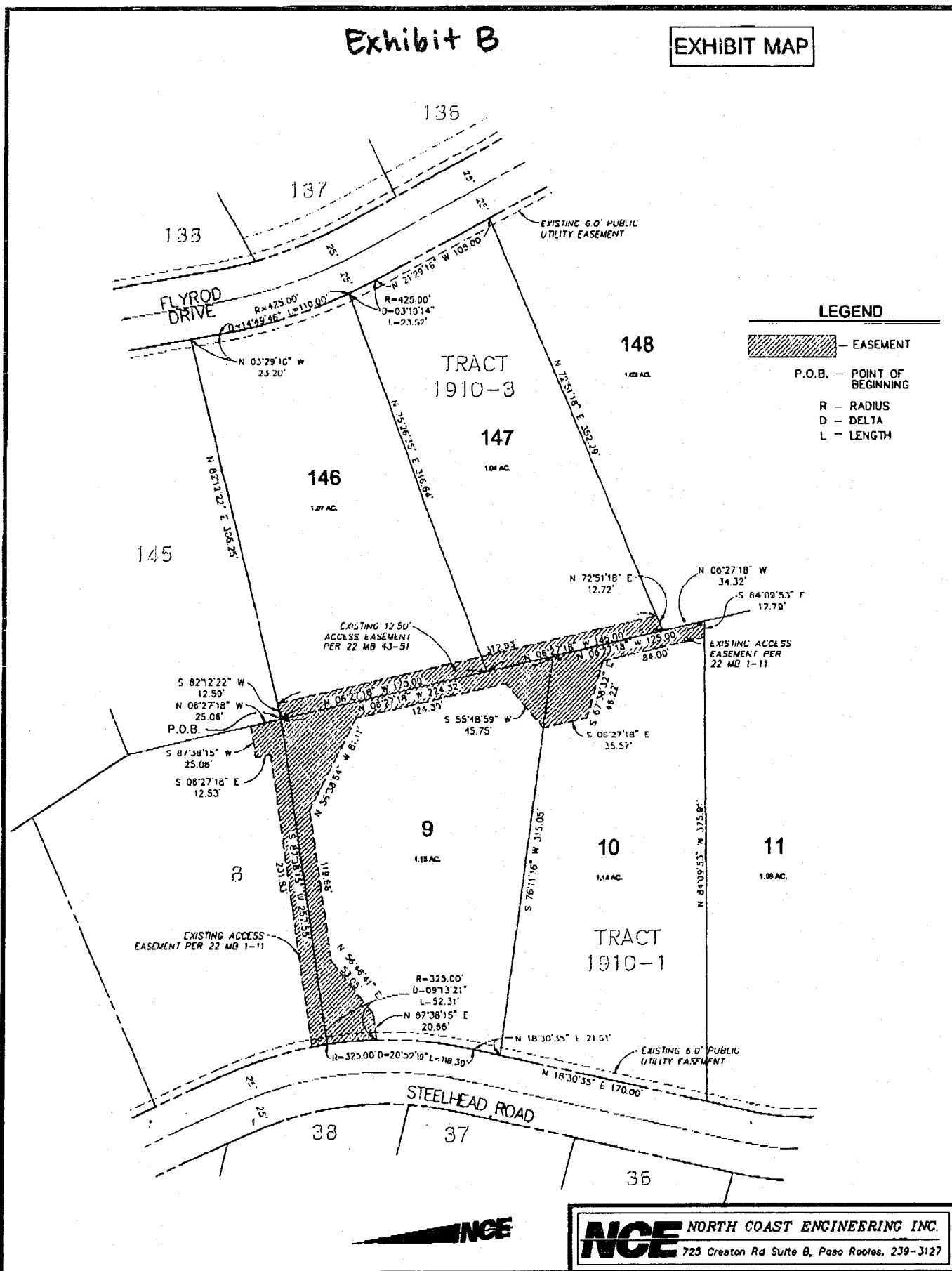
SEE ATTACHED EXHIBIT MAP MADE A PART HEREOF.

 9-29-04  
JOHN R. SANDERS, PLS 5812      DATE  
EXPIRES 6-30-06



# Exhibit B

## EXHIBIT MAP

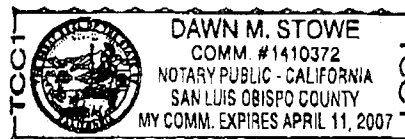
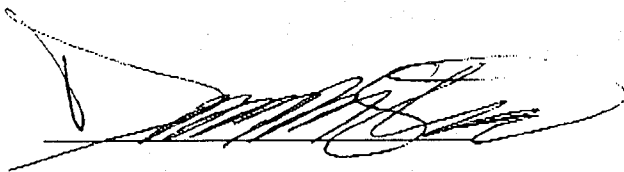




State of California  
County of San Luis Obispo

On Oct 6, 2004 before me, Dawn M Stowe, personally  
appeared Susan Jones, personally known to  
me or proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of  
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



END OF DOCUMENT